



April 28, 2016
RFP #2016-06R

The RFP number must appear on
all related correspondence

THIS IS NOT AN ORDER

PROPOSALS ACCEPTED NO LATER THAN:
3:00 pm, May 31, 2016
Bid Opening will be at 3:30 pm

TO: Robert Baxter
Utah County Auditor's Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8233

Through this Request for Proposals (RFP), Utah County intends to select a qualified supplier to supply, deliver, install and set up dining room equipment in its Security Center facility.

*******SEE ATTACHMENT FOR SPECIFICATIONS AND REQUIREMENTS*******

Please include the following items in your proposal:

- Completed Bid Proposal (Exhibit B)
- Completed Bidding Schedule (Exhibit C)
- Completed Certificate of Non Collusion (Exhibit D)
- A copy of the bidder's current business license

PLEASE SUBMIT TWO (2) COPIES OF YOUR PROPOSAL.

Sealed proposals should be **MAILED OR HAND DELIVERED** to: Robert Baxter, Utah County Purchasing Manager, 100 E. Center St., Ste 3600, Provo, Utah 84606, and should be clearly marked "**RFP 2016-06R, Dining Room Equipment.**" All proposals are due on Tuesday, May 31st, at 3:00 pm. Bid opening will be on the same day at 3:30 pm.

A MANDATORY pre-bid conference will be held Tuesday, May 10th at 1:30 pm.

NO LATE PROPOSALS WILL BE ACCEPTED

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interest of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

NOTE: The Contractor is responsible for reading the contents of this bid including but not limited to the Scope of Work, General Requirements, Specifications, and Agreement. He is also responsible to visit the installation site before presenting his bid.

PURPOSE:

Through this Request for Proposals (RFP), Utah County intends to select a qualified supplier to supply, deliver and install/set up dining room equipment in the staff dining room for the Utah County Sheriff's Office Corrections Bureau as described in the attached specifications (Exhibit A).

The Contractor shall deliver the equipment FOB/Spanish Fork, Utah, and furnish all labor, parts, materials, equipment, tools, transportation and supplies required to supply and install the specified kitchen equipment in accordance with the specifications, general requirements, and the terms and conditions of this RFP.

Pursuant to this RFP a contract will be executed, a copy of which is attached.

INTERPRETATION OF QUANTITIES IN THE SCHEDULE:

Any quantities appearing in the Specifications for this project are only approximate, and were prepared from estimates by Utah County personnel. These quantities will be used for bidding. The actual quantities may vary and should be determined by the Contractor based on his individual analysis of conditions. In the event certain areas of the project are given a higher priority, those areas, as designated by the County, will receive attention first. In the event certain areas are deleted due to unforeseen appropriation of funds, or deemed not economically feasible, or for whatever reason, those areas will be deducted from the bid and payment amount.

ALTERATION OF PLANS OR CHARACTER OF WORK:

The County Commission, after recommendation by the County Sheriff, reserves the right to make at any time, such increases or decreases in equipment and such alterations in the details of installation, and the elimination of one or more items as may be found necessary or desirable. The Contractor agrees to accept the alterations the same as if it had been a part of the original Agreement. The Contractor shall proceed with equipment and installation alterations when ordered in writing. **Financial increases to this contract must be approved by the Utah County Commission before additional work is authorized and constructed.**

AUTHORITY OF THE COUNTY COMMISSION AND THE SHERIFF:

The County Commission and the County Sheriff will decide all questions which may arise as to the quality, quantity and acceptability of equipment and materials delivered, furnished and installation and as to the rate of progress of installation. They/He will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the Contractor.

The County Commission or the County Sheriff will have the authority by written order to suspend equipment delivery and installation wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Agreement; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for equipment delivery/installation; or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

SUPERVISION:

The County Commission and the County Sheriff shall have full supervisory powers in determining the extent of the installation and equipment provided. Compensation will be based on the payment terms described under General Requirements. All decisions concerning the extent and acceptability of the equipment/installation, the quality of all parts, labor, equipment, and materials shall rest solely with the County Commission or the County Sheriff.

INSTRUCTIONS TO BIDDER:

PRE-BID CONFERENCE - All prospective bidders must attend a pre-bid conference prior to submitting a bid. The conference will be held Tuesday, May 10th, 2016 at 1:30 p.m. at the Utah County Security Center, 3075 North Main, Spanish Fork, Utah. Bidders should inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract to the extent such information is reasonably obtainable. In no event will failure to inspect a site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract. Failure to attend the pre-bid conference shall disqualify a prospective bidder from submitting a bid and participation in the bid.

Bidding Schedule: The bidder shall submit his bid upon the bidding schedule and bid sheets provided by Utah County. The total amount of the bid is obtained by adding the "Total Cost" amounts of the several bid items or unit priced items multiplied by the estimated quantities. All the figures shall be in ink or typed! The bid must be signed with ink by the individual who prepared the bid and by the owner of the company. The address and phone number of the individual or firm represented by the bid must be on the bid. The bid process is governed by and subject to the Utah County Procurement Rules and Regulations.

The bid must include:

1. Completed Bid Proposal (Exhibit B)
2. Completed Bidding Schedule (Exhibit C)
3. Completed Certificate of Non Collusion (Exhibit D)
4. A copy of the bidder's current business license

Each respondent must submit two (2) copies of its SEALED bid to the Utah County Purchasing Manager. The envelope containing the bid must be clearly labeled "SEALED BID – DINING ROOM EQUIPMENT".

The bid must be delivered to:

Robert Baxter
Utah County Purchasing Manager
100 East Center St., Suite 3600
Provo, UT 84606

Proposals are due on Tuesday, May 31st at 3:00 pm and will be opened at 3:30 pm.

LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN THE UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

QUESTIONS AND CLARIFICATIONS:

Prospective bidders should submit inquiries on this invitation for bids to Deputy Jason Heidel, by writing or calling (collect calls not accepted) the following:

Utah County Security Center
Attn: Jason Heidel, Deputy
3075 N. Main St., Spanish Fork, UT 84660
Phone: 801-361-4383

ACCEPTANCE OF BID:

A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

DISPOSITION OF BIDS: All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

EVALUATION CRITERIA: All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting contract awarded to the lowest responsive and responsible bidder.

IRREGULAR PROPOSALS:

Bids shall be considered irregular and may be rejected for the following:

A. If the bid is on a form other than that furnished by Utah County; or if the form is altered, or any part thereof is detached.

B. If there are unauthorized additions, conditional, multiple or alternate bids, or irregularities of any kind, which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.

C. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

D. If the bid at the opening does not contain a signed bid, a signed bidding schedule and a signed certificate of non-collusion.

E. If the bid does not contain a unit price for each pay item listed.

F. Any erasure or alteration of figures of unit prices not initialed in ink by the bidder.

G. If the Contractor, in the sole discretion of County, is unable to evidence a satisfactory record of integrity.

H. If the Contractor is not qualified legally to contract.

UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

GENERAL:

A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed contract entered into between Utah County and the awarded bidder.

B. It is vitally important that any person who signs a bid or contract on behalf of a respondent certifies that he or she has the authority to so act. The provider who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.

C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into a contract pursuant to the terms of this ITB.

D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the responding party in any manner as having any legal effect whatsoever.

GENERAL REQUIREMENTS

AMENDMENTS:

No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by a written agreement signed by the parties.

ASSIGNMENT:

The Contractor shall not assign this Agreement, or any part hereof, without the prior written consent of County. No assignment shall relieve Contractor from any liability hereunder.

BINDING AGREEMENT:

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

BRAND NAME:

Any use of brand names in the Specifications is for the purpose of designating the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Equivalent brand substitutions must be pre-approved in writing by the Utah County Sheriff, Attn: Jason Heidel, (801-361-4348) prior to the bid opening. Written approval for substitutions must be submitted with your bid.

COMPLETION DATE:

Following the bid opening, awarding the Agreement and the provision of required insurance, the Contractor may deliver and install the equipment. The completion date for equipment installation and delivery is thirty days from the signing of this Agreement by the parties, regardless of weather conditions and other related problems. If the Contractor fails to complete equipment delivery and installation on or prior to the completion date, or extension of time granted by the County in writing, then the Contractor may forfeit his 5% payment retainer and shall in addition be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion.

If abnormal weather conditions or other natural events completely beyond the control of the Contractor require in the judgement of the County an extension of the completion date, written authorization must be given by County for such specific extension.

Contractor shall pay County a late penalty of **\$100.00 per calendar day** for each calendar day after the completion date that the equipment is not FULLY installed and accepted without a punch list by the County.

EXTRA WORK:

Extra work, when authorized in writing by the County, is defined as additional work which is neither shown nor defined in the Specifications, but determined by the County to be necessary to the project. It is also defined as that additional effort necessary by reason of changed conditions. But the changed condition must be radical, unforeseen, and completely beyond the control of the Contractor. Adverse weather variations do not constitute a changed condition.

Miscellaneous items normally associated with the equipment delivery and installation, but which may not be specifically shown, shall be furnished and installed by the Contractor as if they had been shown, without additional cost to the County. After authorization of the Utah County Commission in writing, payment for authorized extra work will be made by either of the following methods, as determined by the County:

1. Reimbursement for all direct and substantiated costs of labor, materials, supplies and equipment use, plus 15% to cover all indirect costs, overhead and profit; or
2. A lump sum, agreed to prior to beginning the extra work, to cover all of the items authorized in writing by the County.

INDEMNIFICATION:

The Contractor shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Contractor's, its subcontractors, agents or employees performance of this Agreement or their provision of any services required herein to be performed by the Contractor or its subcontractors, agents or employees, and (b) any act or omission of Contractor, or its subcontractors, agents or employees. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of the fulfillment of this Agreement.

INDEPENDENT CONTRACTOR:

Contractor states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or agreements as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of Utah County for any purpose, and the employees of Contractor are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County

does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for others while working under the provisions of this Agreement with Utah County.

Both parties agree that Contractor shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Contractor shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

INSPECTION

The equipment delivered and installed will be inspected by Deputy Jason Heidel.

INSURANCE:

The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$703,000 for one person in any one occurrence, \$2,407,700 aggregate amount of individual awards that be may awarded in relation to a single occurrence, and \$281,300 property damage per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of Contractor including Contractor's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** Prior to commencing work, the Contractor shall provide a Certificate of Insurance to Utah County, evidencing that the Contractor has this insurance in place and shall maintain said insurance for the duration of this Agreement.

Prior to execution of the Agreement, the selected Contractor shall provide a Certificate of Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for the Contractor, subcontractors, if any, and all employees of the Contractor and/or subcontractors. The Contractor shall maintain said insurance for the duration of this Agreement.

Within 2 weeks of bid opening the Contractor shall file all required certificates of insurance with the Utah County Sheriff's Office in a timely manner following the Closing Date for Receipt of Bids and prior to commencing any work.

INTERPRETATION:

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

KEYS:

If it becomes necessary for the County to issue the Contractor a key to County locks, final payment to the Contractor will be held until the key has been returned and documented. It is illegal to duplicate Utah County issued keys.

LEGAL:

The Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

LICENSE:

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

If construction work is necessary for installation, the Contractor or any subcontractor providing construction services shall be a licensed "contractor" through the State of Utah, to perform construction work in this State. He shall provide proof of such license prior to the commencement of said work.

NO PRESUMPTION:

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation of this Agreement.

NOTICES:

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

PAYMENTS:

The Contractor shall be paid the purchase price within 2 weeks of County's acceptance of the equipment delivery, installation and receipt of a billing to County after acceptance. All bills must be received by the Utah County Sheriff's Office. Each bill shall itemize the equipment delivered and installation work performed. Actual payment will be based upon inspection by the County Sheriff who will certify that the work has been performed in a workmanlike manner. **In accordance with U.C.A. Section 13-8-5, Utah County may retain five percent (5%) of all**

payments to the Contractor or such other sums as authorized thereby until the end of the project. Final payment of any sums retained will be paid on the 10th or 25th of the month approximately fifteen (15) days after approval of the project by final inspection.

SAFETY REQUIREMENTS:

In order to protect the life and health of employees and the general public in the performance of this contract, the Contractor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Contractor agrees to hold Utah County free and harmless from any and all damages/claims that may occur during the performance of this Agreement. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of the performance of this contract and construction operations by Contractor, its subcontractors, agents or employees.

UTAH LAW:

This Agreement shall be interpreted pursuant to the law of the State of Utah.

UTILITIES:

Care shall be taken to preserve and protect existing overhead and underground utilities, pole lines, signs, pipelines and improvements from injury or damage during construction operations. The Contractor shall hold the County harmless and reimburse owners and utilities for any damage to their properties, overhead and underground utilities, pole lines, signs, pipelines or improvements, and interference with their service caused through Contractor's operations. **If necessary, Contractor has the responsibility for contacting "Blue Stakes".**

WARRANTY:

The Contractor warrants to Utah County that all equipment, supplies and materials furnished under this Agreement will be new and in working order unless otherwise specified, and that all installation work will be of good quality, free from faults and defects and in conformance with this Agreement. All equipment, materials, supplies, parts, labor and installation work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Defective equipment, materials, supplies, parts, labor and installation work shall be repaired or replaced by Contractor at Contractor's sole expense. If required by Utah County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

If, within one year after the acceptance of the work by Utah County, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required

by this Agreement, any of the equipment, installation work, materials, parts or labor are found to be defective or do not conform with this Agreement, the Contractor shall correct it promptly at Contractor's sole expense after receipt of a written notice from Utah County to do so. This obligation shall survive termination of this Agreement.

Contractor shall provide County all applicable parts, labor, equipment, materials and supplies manufacturer's warranties upon acceptance of the work. Manufacturer warranties shall warrant a minimum of 1 year parts and labor. County may withhold final payment pending receipt of manufacturer's warranties.

EXHIBIT A

SPECIFICATIONS

Utah County is accepting bids to deliver, furnish and install/setup dining room equipment specified below at the Utah County Security Center, 3075 North Main, Spanish Fork, Utah 84660. Contractor shall supply all necessary parts, material, supplies, labor, tools and equipment for delivery and installation/setup. All parts, equipment and installation work provided by the Contractor shall meet or exceed all applicable state and local building codes and these Specifications. All parts, equipment, supplies and materials provided by Contractor are FOB Utah County Security Center, Spanish Fork, Utah.

SPECIFICATIONS:

a) 1 ea MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR

Mega Top Sandwich/Salad Unit, 12, 1/6 size, 4"D poly pans, stainless steel insulated cover, one 8 7/8" D cutting board, series stainless steel top/front/sides, aluminum back, (1) door, (2) shelves, aluminum interior with stainless steel floor, 5" castors, 1/5 HP, 115v/60/1ph, 4.9 amps compressor, 7' cord, NEMA 5 15P, cULus, NSF, CE, 3 year parts and labor warranty, 5 year compressor warranty (self contained only), Self contained refrigeration standard, Alternative hinging available, 1 No breath guard, 5" Castors, standard.

1 ea HOT FOOD SERVING COUNTER

Hot Food Unit, electric, 60"W x 24 1/2" D x 36"H, 20/300 series stainless steel top, (4) 12" x 20" stainless steel sealed heat wells, copper manifold drains, (1) brass valve, infinite switch for each well, channeled edges, stainless steel body & under shelf, 6" stainless steel legs with adjustable feet, cULus, UL, EPH, 208v/60/1ph, 3600 watts, 17.3 amps compressor, NEMA L6 30P, 6 ft. electric cord & plug, Electric heat well options, For no drains in lieu of standard drains, 14ga stainless steel top in lieu of standard, Veneer plastic laminate on body, Veneer on customer's side with stainless steel corner trim, Solid trayslide, 12 1/4" wide, 16ga stainless steel, (2) rubbing tracks on (2) stainless steel fixed brackets, & mounted 34" high*** modified to 10" wide ***, located on customer's side, Tamper proof screws (prison package), per unit, #TS530 1SN, 60" Self service canopy without lights, flip up breath guard on (1) side only, 1/4" clear acrylic guard, powder coat steel buffet shelf, 13"W, 18"H, 59.625"L, powder coat steel ends & 1/4" acrylic end guards, Stainless steel shelf in lieu of standard painted steel, Stainless steel ends in lieu of standard painted steel, Complete installation/setup.

1 ea UTILITY SERVING COUNTER

Solid Top Unit, utility counter, 46"L, 24 1/2"W, 36"H, 20ga stainless steel top, 20ga stainless steel body, stainless steel intermediate & bottom shelf, 6"H stainless steel legs & adjustable feet, 14ga stainless steel top in lieu of standard, Veneer plastic laminate on body, Veneer on customer's side with stainless steel corner trim, Veneer on end with stainless steel corner trim, each corner, Solid trayslide, 12 1/4" wide, 16ga stainless steel,

(2) rubbing tracks, on (2) stainless steel fixed brackets, & mounted 34" high*** modified to 10" wide *** located on customer's side, Special length 38", start with next longer standard length & make shorter, maximum modular body length is 88" *** 38" long ***, Tamper proof screws (prison package), Complete installation/setup.

1 ea COLD PAN SERVING COUNTER

Cold Food Unit, 46"L, 24 1/2"W, 36"H, 20 ga stainless steel top, NSF 7 stainless steel mechanical cold pan, 8" deep, 42 1/2" x 21 3/4" opening, 1" brass drain & plug, 20 ga stainless steel body & under shelf, 6"H stainless steel legs & adjustable feet, 6' cord & plug, 120v/60/1 ph, 5.2 amps, NEMA 5 15P, 1/4 HP compressor, Mechanical cold pan options, Condensate evaporator with drain line routed to the condensate pan, 14ga stainless steel top in lieu of standard, 8" or 10" deep cold pan special compressor compartment on operator's side, dry storage partitioned on operator's left, & stainless steel louvered grill with magnetic catches on the right, Veneer plastic laminate on body, Veneer on customer's side with stainless steel corner trim, Veneer on end with stainless steel corner trim, each corner, 1 ea Solid trayslide, 12 1/4" wide, 16ga stainless steel, (2) rubbing tracks on (2) stainless steel fixed brackets, & mounted 34" high *** modified to 10" wide *** Located on customer's side, Tamper proof screws (prison package), per unit, 46" Self service canopy without lights, flip up breath guard on (1) side only, 1/4" clear acrylic guard, powder coat steel buffet shelf, 13"W, 18"H, 45.625"L, powder coat steel ends & 1/4" acrylic end guards, Stainless steel shelf in lieu of standard painted steel, Stainless steel ends in lieu of standard painted steel Class 110.

2 ea COLD PAN SERVING COUNTER

Versa Food Bars Serving Buffet, cold food, 5 ft. unit, 69" OAL x 42 1/2"W x 62 3/4"H, holds (4) full size pans, accommodates various size food pans up to 6", cooled with optional Camchillers or Cold Fest double wall polyethylene, molded in handles, threaded faucet drain, non electrical, (4) 6" swivel casters with brakes, NSF

1 ea WORK TABLE

Work Table, stainless steel top, 24" wide top, without splash, 96" long, with galvanized under shelf & posts, 36" high, 14/300 stainless steel

1 ea WORK TABLE

Work Table, stainless steel top, 24" wide top, without splash, 60" long, with galvanized under shelf & posts, 36" high, 18/400 stainless steel

1 ea CHARBROILER

Charbroiler, electric, counter top, 12" W, (1") recessed heating element, individual manual control, Grease Flo drainage system with raised rib design grate, stainless steel front, sides & 4" legs, 3.0 kW, UL, NSF, 480v/60/3ph, (no cord or plug)

1 ea COUNTER TOP GRIDDLE

Cayenne Griddle, counter top, electric, 14 1/4"W x 20"D x 12 1/2"H over all, (14 1/4"W x 16 1/2"D x 1/2" thick polished griddle plate), front grease trough with

grease drawer, (1) thermostatic control, stainless steel front & sides, 1.8 kW, 120v/60/1 ph, 15 amps, 3 ft cord with NEMA 5\15P, cETLus, NSF

1 ea **COUNTER TOP HOTPLATE**

Hotplate, counter top, electric, two burners, solid cast iron elements (french plate), stainless steel construction, individual burner controls, with 4" high adjustable legs, 3.0/4.0kW, no cord set, UL, CE, 208 240v/60/1ph, 3.0/4.0kW, 12.5/14.4 amps, direct (field convertible to three phase), Standard Legs, set of four 4" adjustable, plastic.

1 ea **REACH IN REFRIGERATOR BASE**

Refrigerator Base, Reach in, one section, stainless steel door, stainless steel front, aluminum sides, clear coated aluminum interior with stainless steel floor, (3) adjustable PVC coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1, 3.0 amps compressor, 9' cord, NEMA 5 15P, cULus, NSF, CE, Self contained refrigeration standard, 5 year compressor Warranty (self contained only), 4" Swivel castors, standard (adds 5" to OA height), Warranty 3 year parts and labor, Door hinged right standard.

1 ea **EQUIPMENT STAND, REFRIGERATED BASE**

Refrigerated Chef Base, 48 3/8"L, one piece 300 series 18 gauge stainless steel top with V edge, stainless steel front/sides, aluminum back, aluminum interior with stainless steel floor, (2) drawers [accommodates (2) 12"x20"x4" pan/drawer, NOT included], 4" castors, 1/5 HP, 115v/60/1, 5.4 amps compressor, 7' cord, NEMA 5 15P, cULus, NSF, CE, Self contained refrigeration standard, Warranty 5 year compressor (self contained only), Warranty 3 year parts and labor, 4" Castors, standard.

1 ea **HAND SINK**

Hand Sink, wall mount, 12" W x 16" D x 12 1/4" H OA, all stainless steel construction, 9"W x 9" front to back x 5" deep bowl, 1 7/8" drain, splash mount faucet holes on 4" centers, basket drain, Economy Faucet, splash mounted, 4" centers, 3 1/2" gooseneck spout.

1 ea **EXHAUST HOOD #14824ND-2 - 4ft 6" Long Exhaust-Only Wall Canopy Hood with Built-in 3" Back**

Standoff;

- 430 SS Where Exposed
- Utility Cabinet on the Left Side
- 3 FILTERS - 16" tall x 16" wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 93% efficient at 9 microns, 72% efficient at 5 microns
- 2 L55 Series E26 Canopy Light Fixtures - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others
- EXHAUST RISER - Factory installed 10" X 10"
- 1/2 Pint Grease Cup New Style, Flanged Slotted
- RIGHT END STANDOFF (FINISHED) 3" Wide 48" Long

- LEFT QUARTER END PANEL 23" Top Width, 0" Bottom Width, 23" High 430 SS
- Electrical Package Installation in Utility Cabinet by Plant.

1 ea FAN #1 DU85HFA - EXHAUST FAN

DU85HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel.

Exhaust Fan handles 1125 CFM @ -1.200" wc ESP, Fan runs at 1296 RPM.

Exhaust Motor: 0.750 HP, 1 Phase 115 V, 60Hz, 9.8 FLA, ODP (Open Drip Proof)

- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)

- Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan base and grease duct. Ships loose with fan.

Gasket length supplied = perimeter of fan base.

- Curb CRB23x22E On Fan # 1 Flat Curb

- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.

- Vented Base for Curb

1 ea FAN #2 A1-D.250-G10 - HEATER

A1-D.250-G10 Direct Drive Direct Fired Heater Unit with 10" Blower in Size #1 Housing with speed control, disconnect switch.

Supply Fan handles 1125 CFM @ 0.500" wc ESP, Fan runs at 1429 RPM.

Heater supplies 97200 BTUs. 80°F Temperature Rise. [Fuel: Natural Gas]

Supply Motor: 1.000 HP, 1 Phase 115 V, 60Hz, 10.2 FLA, ODP-ECM (Open Drip Proof Electronically Commutated Motor)

Down Discharge - Air Flow Right -> Left

- Size #2 Celdek Evaporative Cooler for Size # 1 Modular Heater. 36.75" Wide X 85.813" Long X 36.688" High. Includes intake hood with filters. For outdoor installation.

- RTC Solutions • 40-90°F Discharge Temp Control

- Gas Manifold for DF1 GM - BTU 0 - 550001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66

- Cooling Interlock Relay. 24VAC Coil. 120V Contacts. Locks out burner circuit when AC is energized.

- Motorized Back Draft Damper 16" X 18" for Size 1 Standard & Modular Direct Fired Heaters w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, LF120S Actuator Included

- Low Fire Start. Allows the burner circuit to energize when the modulation control is in a low fire position.

- Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size

- Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size

- Freeze Protection Drain Control kit for Evaporative Coolers. Includes 3-Way water solenoid valve 8316G064 (shipped loose), Pressure switch installed upstream of 2way solenoid in unit, Brass Tee, 2 NPT half inch nipples, and two stage thermostat T678a-015. Field wiring required by others for 3-way valve. For both Celdek and Standard V-ank type Configurations.

- ECM Wiring Package and Manual Control for ECM motors on HMUA.
- Curb CRB21X71X20INS Insulated On Fan # 2 Flat Curb
- Rail ADJUSTLEG-36 On Fan # 2

1 ea **ELECTRICAL SYSTEM #1**

SC-111110FP 120V 1 Phase w/ 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. Includes 1 Duct Thermostat kit.

- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each.

Demand Control Ventilation reduces exhaust and supply airflow rates during low demand cooking, saving restaurant operators both energy and money year after year. Inverter Duty three-phase motors required.

BUYOUTS

- Fire Suppression System

Complete field installed UL300 hood fire suppression system. Includes up to a 2” mechanical Gas valve, chrome sleeving on exposed piping, test, and Permits as required. Gas valve installed by others prior to the fire system installation with surface mounted tension lines in conduit.

Price to Include the following Factory Services

- Service Design Verification for Direct Fired Heater
- Service Design Verification for Evap Cooler
- Service Design Verification for Exhaust Fan
- Service Design Verification for Hood
- Service Design Verification for Standard Electrical Control Package
- Service Design Verification Mileage Charge

Contractor shall supply, install and or setup all the equipment specified above.

Delivery and installation/setup shall be no later than thirty days after the bid has been awarded and the contract signed.

Minimum 1 year parts & labor warranty on all equipment, materials and services, or such longer warranty as specified above.

EXHIBIT B

BID PROPOSAL

CONTRACTOR: _____ _____ _____ _____	_____ Date _____ _____ Business License Number _____ State Contracting License Number _____ State License Classification Number
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The undersigned, after having personally and carefully examined the site of delivery and installation work, the Specifications, and form of the Agreement, all of which are made a part hereof, proposes to furnish all labor, parts, equipment, installation, materials, tools and machinery, and to furnish and deliver all materials not specifically mentioned as being furnished by the local agency, which are required for the

Utah County Jail Kitchen Equipment Contract **STAFF DINING ROOM**

for the total sum of _____ Dollars, (\$____ , ____ . ____), as detailed on the Bidding Schedule.

The undersigned further proposes to execute the attached contract within five working days after the date of the award, and to complete equipment delivery and installation within 45 days after the signing of the agreement by both parties.

It is understood that Utah County has the right to reject this bid or to accept it at the prices listed in the Bidding Schedule.

Signature of the Preparer

Company Seal

Title of Preparer

EXHIBIT C

BIDDING SCHEDULE

The Unit Cost and Total Cost for the **Staff Dining Room equipment** shall include all parts, labor, service, equipment, tools, delivery, installation and material as per the Specifications, Bid and Contract.

<u>ITEM NUMBER & APPROXIMATE QUANTITIES</u>	<u>UNIT COST</u>
<u>TOTAL COST</u>	
MEGA TOP SANDWICH / SALAD PREPARATION	
REFRIGERATOR (as per the Specifications including applicable warranty(ies))	\$ _____ X1 = \$
HOT FOOD SERVING COUNTER (as per the Specifications including applicable warranty(ies))	\$ _____ X1 = \$
UTILITY SERVING COUNTER (as per the Specifications including applicable warranty(ies))	\$ _____ X1 = \$
COLD PAN SERVING COUNTER, Cold Food Unit (as per the Specifications including applicable warranty(ies))	\$ _____ X1 = \$
COLD PAN SERVING COUNTER, Buffet (as per the Specifications including applicable warranty(ies))	\$ _____ X2 = \$
WORK TABLE, 96" (as per the Specifications including applicable warranty(ies))	\$ _____ X1 = \$
WORK TABLE, 60" (as per the Specifications including applicable warranty(ies))	\$ _____ X1 = \$
CHARBROILER (as per the Specifications including applicable warranty(ies))	\$ _____ X1 = \$
COUNTER TOP GRIDDLE (as per the Specifications including applicable warranty(ies))	\$ _____ X1 = \$
COUNTER TOP HOTPLATE (as per the Specifications	

including applicable warranty(ies)) \$ _____ X1 = \$

REACH IN REFRIGERATOR BASE(as per the Specifications

including applicable warranty(ies)) \$ _____ X1 = \$

EQUIPMENT STAND, REFRIGERATED BASE(as per the

Specifications including applicable warranty(ies)) \$ _____ X1 = \$

HAND SINK(as per the Specifications including

applicable warranty(ies)) \$ _____ X1 = \$

EXHAUST HOOD #1(as per the Specifications including

applicable warranty(ies)) \$ _____ X1 = \$

FAN #1 DU85HFA - EXHAUST FAN(as per the Specifications

including applicable warranty(ies)) \$ _____ X1 = \$

FAN #2 A1-D.250-G10 - HEATER(as per the Specifications

including applicable warranty(ies)) \$ _____ X1 = \$

ELECTRICAL SYSTEM #1(as per the Specifications

including applicable warranty(ies)) \$ _____ X1 = \$

BUYOUTS(as per the Specifications including

applicable warranty(ies)) \$ _____ X1 = \$

Describe below and identify by manufacturer and model the equipment you propose to furnish for the above price, demonstrating compliance with this Invitation to Bid and the Specifications, Bid and Contract. Provide a copy of the manufacturer warranty for the proposed equipment.

AGREEMENT NO. 2016 -

AGREEMENT

THIS AGREEMENT, made and entered this ____ day of April, 2015, by and between Utah County, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY; and _____, of Utah,_____, Federal ID Number 87-_____ hereinafter referred to as CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY desires to obtain parts, labor, equipment, materials, delivery and installation/setup services as herein defined and further to obtain such services in accordance with Utah State Law; and

WHEREAS, CONTRACTOR is willing to provide such parts, labor, equipment, materials, delivery and installation/setup services for COUNTY in consideration of receiving such fee as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF THE WORK

- a. In consideration of the compensation set forth in CONTRACTOR's Bid Proposal and Bidding Schedule, which are incorporated herein by this reference as Exhibit 2, CONTRACTOR agrees to provide the equipment and installation/setup work listed in the Utah County Jail Kitchen Equipment Contract–**STAFF DINING ROOM** Specifications, Bid, and Contract, which is incorporated herein by this reference as Exhibit 1 on the terms and conditions stated in Exhibit 1.
- b. CONTRACTOR agrees to deliver and supply all equipment, materials, parts, labor and installation/setup within 30 days of the signing of this Agreement by the parties.

- c. Upon the receipt of required insurance certificates, COUNTY hereby authorizes CONTRACTOR to proceed with the equipment, delivery and installation/setup work as specified herein.

2. COMPENSATION

In exchange for services listed in Exhibit 1, COUNTY will pay CONTRACTOR as provided in Exhibit 1 and Exhibit 2 as the total cost of the equipment, delivery and installation/setup.

3. ENTIRE AGREEMENT.

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be duly executed on the date set forth above.

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

LARRY ELLERTSON, Chairman

ATTEST:
BRYAN THOMPSON
Utah County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy Utah County Attorney

CONTRACTOR:

By: _____

Its: